IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE: : Bankruptcy No. 17-21291-CMB

Richard A. Steigerwald, Sr. : Chapter 13 Patricia L. Steigerwald :

Debtors. :

Richard A. Steigerwald, Sr.
Patricia L. Steigerwald
Movants,

٧.

BNY Mellon c/o Carrington Mortgage Services, : Jordan Tax SVC and RONDA J. WINNECOUR,: Chapter 13 Trustee, :

Respondent(s).

NOTICE OF PROPOSED MODIFICATION TO CONFIRMED CHAPTER 13 PLAN DATED April 14, 2017

1. Pursuant to 11 U.S.C. § 1329, the Debtors have filed an Amended Chapter 13 Plan dated May 8, 2019, which is attached hereto as Exhibit "A" (the "Amended Chapter 13 Plan"). Pursuant to the Amended Chapter 13 Plan, the Debtors seek to modify the confirmed Plan in the following particulars:

The Plan is being modified to reflect the correct mortgage payment pursuant to the final mortgage modification approved by this Court and to include the priority earned income tax creditor.

2. The proposed modification to the confirmed Plan will impact the treatment of the claims of these creditors in the following manner:

BNY Mellon c/o Carrington Mortgage Services will be paid according to the approved final mortgage modification and Jordan Tax will be paid the priority earned income tax claim in full during the plan term.

3. The Debtor(s) submit(s) that the reason(s) for the modification is/are as follows:

The Court approved the final mortgage modification. The earned income tax creditor had not been previously provided for.

4. The Debtor(s) submit(s) that the requested modification is being proposed in good faith, and not for any means prohibited by applicable law. The Debtor(s) further submit(s) that the proposed modification complies with 11 U.S.C. §§ 1322(a), 1322(b), 1325(a) and 1329 and, except as set forth above, there are no other modifications sought by way of the Amended Chapter 13 Plan.

WHEREFORE, the Debtor(s) respectfully request(s) that the Court enter an Order confirming the Amended Chapter 13 Plan, and for such other relief the Court deems equitable and just.

Respectfully submitted,

Dated: May 8, 2019 BY: /s/ Donald R. Calaiaro

Donald R. Calaiaro, Esq. PA ID #27538

dcalaiaro@c-vlaw.com

BY: /s/ David Z. Valencik

David Z. Valencik, Esquire, PA ID #308361

dvalencik@c-vlaw.com

CALAIARO VALENCIK 428 Forbes Avenue, Suite 900 Pittsburgh, PA 15219-1621 (412) 232-0930

Attorney for the Debtors

Case 17-21291-CMB Doc 101 Filed 05/08/19 Entered 05/08/19 23:07:11 Desc Main Document Page 3 of 11

			Document Pa	age 3 of 11				
Fill in this in	formation to ident	ify your case:						
Debtor 1	Richard First Name	A. Middle Name	Steigerwald, S	<u> Sr.</u>	\boxtimes	Check if this is		ided
Debtor 2 (Spouse, if filing)	Patricia First Name	L. Middle Name	Steigerwald Last Name		2.1	sections of the	-	have
United States E	Bankruptcy Court for th	e Western District of Pe	ennsylvania			, 4.7		
Case numb	per 17-21291-CN	ИB						
		Pennsylvani Dated: May						
Part 1: No	otices							
					tha nuasana	e of an ontion o	n the form	ı does n
Γο Debtors:	indicate that the	he option is appro	nay be appropriate in priate in your circun The terms of this plan		hat do not d	comply with loca	al rules a	
Γο Debtors:	indicate that the rulings may no	he option is appro ot be confirmable. T	priate in your circun	nstances. Plans to control unless ot	hat do not d	comply with loca	al rules a	
To Debtors:	indicate that the rulings may not the following	he option is appro of be confirmable. I notice to creditors, y	priate in your circun The terms of this plan	nstances. Plans to control unless of ox that applies.	hat do not d nerwise orde	comply with loca red by the court	al rules a	nd judic
	indicate that the rulings may not the following YOUR RIGHTS You should read	he option is appro of be confirmable. I notice to creditors, you MAY BE AFFECTE	priate in your circun The terms of this plan ou must check each bo ED BY THIS PLAN. YO and discuss it with you	nstances. Plans to control unless of the control unless of the control unless. DUR CLAIM MAY B	hat do not de nerwise orde	comply with located by the court	al rules a	nd judic ED.
	Indicate that the rulings may not a rulings may not a rulings may not a ruling may not a ru	he option is approof to be confirmable. If notice to creditors, you may be AFFECTE this plan carefully a ay wish to consult or USE THIS PLAN'S SUST FILE AN OBJECTION HEARING, IT FURTHER NOTICE.	priate in your circun The terms of this plan ou must check each bo ED BY THIS PLAN. YO and discuss it with you	nstances. Plans to control unless of the con	hat do not onerwise order E REDUCED e one in this I NY PROVISIO SEVEN (7) I THE COURT. ON IS FILED.	comply with located by the court , MODIFIED, OR bankruptcy case. ON OF THIS PL DAYS BEFORE THE COURT I	AI rules and ELIMINAT If you do not the second of the sec	ED. OR YOU SET FORM THE
	Indicate that the rulings may not a the following of the rule of t	he option is approof to be confirmable. In notice to creditors, you may be AFFECTE this plan carefully a ay wish to consult or USE THIS PLAN'S UST FILE AN OBJECT FILE AN OBJECT FOR THER NOTICU MAY NEED TO FINATTERS may be of part of the following its	priate in your circun The terms of this plan ou must check each be TD BY THIS PLAN. YO and discuss it with you ne. TREATMENT OF YO ECTION TO CONFIRM UNLESS OTHERWIS CE IF NO OBJECTION	nstances. Plans to control unless of control unless of cox that applies. OUR CLAIM MAY But attorney if you have the control of the control o	hat do not onerwise order E REDUCED e one in this I IY PROVISION SEVEN (7) THE COURT. ON IS FILED. DER TO BE F ek one box one	comply with located by the court , MODIFIED, OR bankruptcy case. ON OF THIS PL DAYS BEFORE THE COURT I SEE BANKRUF PAID UNDER ANY n each line to st	ELIMINAT If you do a AN, YOU THE DATE MAY CON PTCY RUL Y PLAN. ate wheth	ED. OR YOU SET FOR THE 3015.
To Creditors: A limit o	indicate that the rulings may not rulings may not following and the following attorney, you must be ruled attorney, you must be ruled attorney following must be following must be rovision will be rulings and the amount of articlings may be ruled and the	he option is approof to be confirmable. The confirmable of the confirmable of the confirmable of the plan carefully a symmetry of the consult or the confirmation of the following it the confirmation of the following it the confirmation of the con	priate in your circun The terms of this plan ou must check each be ED BY THIS PLAN. YO and discuss it with your ne. TREATMENT OF YO ECTION TO CONFIRM UNLESS OTHERWIS DE IF NO OBJECTION TILE A TIMELY PROOF rticular importance. De ems. If the "Included	nstances. Plans to control unless of control unless of control unless of control unless of control unless. OUR CLAIM MAY BY THE CLAIM OR AND CONFIRMATION AT LEAST OF CLAIM IN ORDER CONFIRMATION CONFI	hat do not onerwise order E REDUCED e one in this I IY PROVISION SEVEN (7) THE COURT. ON IS FILED. DER TO BE FILED. Sek one box oned or both becomes	comply with located by the court , MODIFIED, OR bankruptcy case. ON OF THIS PL DAYS BEFORE THE COURT I SEE BANKRUF PAID UNDER ANY n each line to st	ELIMINAT If you do a AN, YOU THE DATE MAY CON PTCY RUL Y PLAN. Sate wheth sed on each	ED. OR YOU SET FOR THE 3015.
A limit o payment effectual	indicate that the rulings may not a the following YOUR RIGHTS You should read attorney, you multiple of a the read attorney in the confirm will in the amount of article of a judicial lien in the such limit)	he option is approof to be confirmable. In notice to creditors, you may be appropriately a gray wish to consult or use this plan carefully a gray wish to consult or use this plan to the following its be ineffective if set to the secured control of the following of the secured control of the secured control of the secured control of the control of the control of the secured control of the secured control of the control of	priate in your circun The terms of this plan ou must check each be TD BY THIS PLAN. YO and discuss it with you ne. TREATMENT OF YO ECTION TO CONFIRM UNLESS OTHERWIS TE IF NO OBJECTION TICLE A TIMELY PROOF TICLULAR importance. De ems. If the "Included out later in the plan. THE SET OUT IN PART 3, 1	nstances. Plans to control unless of control unless of control unless of control unless of control unless. OUR CLAIM MAY BY THE CLAIM OR AID CONFIRMATION AT LEAST TO CONFIRMATION OF CLAIM IN ORD CONFIRMATION CONF	hat do not onerwise order E REDUCED e one in this I IY PROVISION SEVEN (7) THE COURT. ON IS FILED. DER TO BE Fork one box one ed or both is n a partial quired to	comply with located by the court , MODIFIED, OR bankruptcy case. ON OF THIS PL DAYS BEFORE THE COURT I SEE BANKRUP PAID UNDER ANY on each line to stooxes are check	ELIMINAT If you do of the part of the par	ED. OR YOU SET FOR THE 3015. Let the plant

2.1 Debtor(s) will make regular payments to the trustee:

Total amount of \$ 2,400.00 $\underline{}$ per month for a remaining plan term of $\underline{34}$ months shall be paid to the trustee from future earnings as follows: Payments By Income Attachment Directly by Debtor By Automated Bank Transfer \$2,400.00 \$0.00 D#1 \$0.00 D#2 \$0.00 \$0.00 \$0.00 (Income attachments must be used by debtors having attachable income) (SSA direct deposit recipients only)

Page 4 of 11 Document 2.2 Additional payments: Unpaid Filing Fees. The balance of \$ shall be fully paid by the Trustee to the Clerk of the Bankruptcy Court from the first Check one. None. If "None" is checked, the rest of Section 2.2 need not be completed or reproduced. The debtor(s) will make additional payment(s) to the trustee from other sources, as specified below. Describe the source, estimated amount, and date of each anticipated payment. 2.3 The total amount to be paid into the plan (plan base) shall be computed by the trustee based on the total amount of plan payments plus any additional sources of plan funding described above. Part 3: **Treatment of Secured Claims** 3.1 Maintenance of payments and cure of default, if any, on Long-Term Continuing Debts. Check one. None. If "None" is checked, the rest of Section 3.1 need not be completed or reproduced. The debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed by the trustee. Any existing x arrearage on a listed claim will be paid in full through disbursements by the trustee, without interest. If relief from the automatic stay is ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments under this paragraph as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan. Name of creditor Collateral Current Amount of Start date installment arrearage (if (MM/YYYY) payment any) (including escrow) BNY Mellon c/o Carrington 6 Cheryl Drive Coraopolis, PA 15108 \$1,644.41 \$0.00 04/2019 Insert additional claims as needed.

3.2 Request for valuation of security, payment of fully secured claims, and modification of undersecured claims.

Check one.

None. If "None" is checked, the rest of Section 3.2 need not be completed or reproduced.

The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.

The debtor(s) will request, by filing a separate adversary proceeding, that the court determine the value of the secured claims listed below.

For each secured claim listed below, the debtor(s) state that the value of the secured claims should be as set out in the column headed *Amount of secured claim*. For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated below.

The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5. If the amount of a creditor's secured claim is listed below as having no value, the creditor's allowed claim will be treated in its entirety as an unsecured claim under Part 5 (provided that an appropriate order of court is obtained through an adversary proceeding).

Name of creditor	Estimated amount of creditor's total claim (See Para. 8.7 below)	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Amount of secured claim	Interest rate	Monthly payment to creditor
	\$0.00		\$0.00	\$0.00	\$0.00	0%	\$0.00

Debtor © a Sechlard-2.1529 Invalvish., Palico © 1.03 leige Field 05/08/19 Entered 05/08/19 Entered 05/08/19 Page 07:117-2129 SOM Main Document Page 5 of 11

3.3 Secured claims excluded from 11 U.S.C. § 506.

Check one.

	Check one.				
	None. If "None" is checked, the	rest of Section 3.3 need not be completed	or reproduced.		
	The claims listed below were eith	er:			
	(1) Incurred within 910 days before thuse of the debtor(s), or	ne petition date and secured by a purchas	e money security interest	in a motor vel	hicle acquired for personal
	(2) Incurred within one (1) year of the	e petition date and secured by a purchase	money security interest i	n any other thi	ng of value.
	These claims will be paid in full under	the plan with interest at the rate stated be	low. These payments wi	II be disbursed	by the trustee.
	Name of creditor	Collateral	Amount of claim	Interest rate	Monthly payment to creditor
			\$0.00	0%	\$0.00
	Insert additional claims as needed.			_	
3.4	Lien Avoidance.				
	Check one.				
		e rest of Section 3.4 need not be complete box in Part 1 of this plan is checked.	ed or reproduced. TI	ne remainder	of this paragraph will be
	debtor(s) would have been entitle the avoidance of a judicial lien or any judicial lien or security intere of the judicial lien or security inte	ory, nonpurchase-money security interest ed under 11 U.S.C. § 522(b). The debtor security interest securing a claim listed b st that is avoided will be treated as an unerest that is not avoided will be paid in ful e than one lien is to be avoided, provide the	(s) will request, by filing elow to the extent that it is secured claim in Part 5 to I as a secured claim und	a separate m impairs such e the extent all er the plan. S	notion, that the court order exemptions. The amount of lowed. The amount, if any
	Name of creditor	Collateral	Modified principal balance*	Interest rate	Monthly payment or pro rata
	PHFA	6 Cheryl Drive Coraopolis, PA 15108	\$0.00	0%	\$0.00
	Insert additional claims as needed.				
	*If the lien will be wholly avoided, inse	ert \$0 for Modified principal balance.			
3.5	Surrender of Collateral.				
	Check one.				
	None. If "None" is checked, the	rest of Section 3.5 need not be completed	or reproduced.		
	confirmation of this plan the stay	to each creditor listed below the collateral under 11 U.S.C. § 362(a) be terminated y allowed unsecured claim resulting from	as to the collateral only a	and that the sta	ay under 11 U.S.C. § 1301
	Name of creditor	Collate	ral		

Debtor**©asse:ሰቭ-&ኔዬଡ଼ୌ-ଜ୍ଭାଷ**ର, Pa**boc 101**eige**គៅe**d 05/08/19 Entered 05/08/19 **ይቀር**07:117-212/95የለም/ain Document Page 6 of 11

3.6 Secured tax claims.

Name of taxing authority	Total amount of claim	Type of tax	Interest rate*	Identifying number(s) if collateral is real estate	Tax periods
	\$0.00		0%		
		- 1		-	

Insert additional claims as needed.

Part 4:

Treatment of Fees and Priority Claims

4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if *pro se*) and the trustee to monitor any change in the percentage fees to insure that the plan is adequately funded.

4.3 Attorney's fees.

Attorney's fees are payable to Calaiaro Va	ılencik	In addition to a retainer of	\$ <u>1500.00</u>	of which \$	was a
payment to reimburse costs advanced and/	or a no-look costs deposit) already paid by or on behalt	f of the debtor,	the amount of	\$ <u>3,500.00</u> is
to be paid at the rate of \$350.00 per n	nonth. Including any retair	ner paid, a total of \$	in fees and	costs reimburs	sement has been
approved by the court to date, based on	a combination of the n	o-look fee and costs deposi	t and previous	ly approved a	application(s) for
compensation above the no-look fee. An a	dditional \$ <u>7,000.00</u> w	rill be sought through a fee ap	oplication to be	filed and appr	oved before any
additional amount will be paid through the			nat additional a	mount, withou	t diminishing the
amounts required to be paid under this plan	to holders of allowed unse	ecured claims.			

Check here if a no-look fee in the amount provided for in Local Bankruptcy Rule 9020-7(c) is being requested for services rendered to the debtor(s) through participation in the bankruptcy court's Loss Mitigation Program (do not include the no-look fee in the total amount of compensation requested, above).

4.4 Priority claims not treated elsewhere in Part 4.

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

Name of creditor	Total amount of claim	Interest rate (0% if blank)	Statute providing priority status
	\$0.00	0%	

^{*} The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

Debtor © a sterlard-212291 v @ MS., Pathor 1031eige Frited 05/08/19 Entered 05/08/19 v @ 107:117-2129 st Main Document Page 7 of 11

4.5	Priority Domestic St	apport Obligations not a	ssigned or owed to a	governmental unit.
-----	-----------------------------	--------------------------	----------------------	--------------------

	If the debtor(s) is/are currently paying Domest debtor(s) expressly agrees to continue paying ar				
	Check here if this payment is for prepetition	arrearages only.			
	Name of creditor (specify the actual payee, e.g SCDU)	J. PA Description		Claim	Monthly payment or pro rata
				\$0.00	\$0.00
	Insert additional claims as needed.				-
.6	Domestic Support Obligations assigned or of Check one. None. If "None" is checked, the rest of Security Claims listed below a governmental unit and will be paid less th payments in Section 2.1 be for a term of 60 Name of creditor	ction 4.6 need not be comp are based on a Domest an the full amount of th	bleted or reproduced. ic Support Obligation ie claim under 11 U.	on that has been assig S.C. § 1322(a)(4). Th	
				\$0.00	
	Insert additional claims as needed.		_		
.7	Priority unsecured tax claims paid in full.				
	Name of taxing authority	Total amount of claim	Type of tax	Interest rate (0% if blank)	Tax periods
	Montour SD & Robinson Twp c/o Jordan Tax SVC - deliquent	\$3,868.46	EIT	0%	2008, 2011, 2013
	Insert additional claims as needed				

Debtor © a sterning - 2.1229 d w @ W Sa., Patroc 101 eige Filled 05/08/19 Entered 05/08/19 @ Patroc 101 - 2 12/25 M Main Document Page 8 of 11

Part 5:

Treatment of Nonpriority Unsecured Claims

5.1	Nonpriority unsecured claims not separately cl	lassified.			
	Debtor(s) <i>ESTIMATE(S)</i> that a total of \$0	will be available for dis	tribution to nonpriority unsec	cured creditors.	
	Debtor(s) ACKNOWLEDGE(S) that a MINIMUM alternative test for confirmation set forth in 11 U.S.		paid to nonpriority unsecur	ed creditors to comply	with the liquidation
	The total pool of funds estimated above is NOT available for payment to these creditors under the percentage of payment to general unsecured cred of allowed claims. Late-filed claims will not be pair pro-rata unless an objection has been filed within included in this class.	e plan base will be determ ditors is <u>0</u> %. T d unless all timely filed cla	nined only after audit of the parcentage of payment in the paid in full.	olan at time of complet may change, based up Thereafter, all late-filed	tion. The estimated on the total amoun d claims will be paid
5.2	Maintenance of payments and cure of any defa	ult on nonpriority unsec	cured claims.		
	Check one.				
	None. If "None" is checked, the rest of Section The debtor(s) will maintain the contractual ins which the last payment is due after the final property will be resid in full as a position below.	stallment payments and coplan payment. These pa	ure any default in payments yments will be disbursed by		
	amount will be paid in full as specified below a Name of creditor	and dispursed by the trust Current installment	ee. Amount of arrearage	Fatimeted total	Downsont
	Name of creditor	payment	to be paid on the claim	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)
		\$0.00	\$0.00	\$0.00	
	Insert additional claims as needed.	_		-	
5.3	Postpetition utility monthly payments.				
	The provisions of Section 5.3 are available onl monthly combined payment for postpetition utility not change for the life of the plan. Should the util amended plan. These payments may not resolve debtor(s) after discharge.	services, any postpetition lity obtain a court order a	delinquencies, and unpaid uthorizing a payment change	security deposits. The le, the debtor(s) will be	claim payment will required to file an
	Name of creditor	Monthly pa	yment Postpetit	ion account number	

Name of creditor	Monthly payment	Postpetition account number
	\$0.00	

Debtor © a \$78:117-21294-04/18., Pa**dio & 1**031eige Frilled 05/08/19 Entered 05/08/49/208/07:117-21294-04/19 Entered 05/08/49/208/07:117-21294-04/19 Page 9 of 11 Document

5.4	Other separately classified r	nonpriority unsecured claims.				
	Check one.					
	None. If "None" is checked	ed, the rest of Section 5.4 need not be	completed or repre	oduced.		
	The allowed nonpriority ur	nsecured claims listed below are separa	ately classified and	d will be treated as foll	ows:	
	Name of creditor	Basis for separate cla treatment	ssification and	Amount of arreara to be paid	rate p	Estimated total payments by trustee
				\$0.00	0%	\$0.00
	Insert additional claims as nee	ded.				
Pai	rt 6: Executory Contrac	cts and Unexpired Leases				
6.1	and unexpired leases are rej Check one. None. If "None" is checked	d unexpired leases listed below are a jected. ed, the rest of Section 6.1 need not be out installment payments will be disk Description of leased property or executory contract	completed or repro	oduced.		disbursed by the
			\$0.00	\$0.00	\$0.00	
	Insert additional claims as nee	ded.	-		·	·
Pai	rt 7: Vesting of Propert	y of the Estate				
	•	oot re-vest in the debtor(s) until the d s Applicable to All Chapter 13 Pla		mpleted all payments	s under the con	firmed plan.

- This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

Debtor**©asee:யி.7i-&1\$2931 வி.95.**, Pa**ம் oc 1031**eige **Fille**d 05/08/19 Entered 05/08/19 **@9-07:11**7-2**1299 90 Main**Document Page 10 of 11

- **8.4** Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- 8.5 Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if *pro se*) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

Part 9: Nonstandard Plan Provisions 9.1 Check "None" or List Nonstandard Plan Provisions. None. If "None" is checked, the rest of part 9 need not be completed or reproduced. Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective. The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

PAWB Local Form 10 (12/17) Chapter 13 Plan Page 8 of 9

Debtor**©asee:யி.7i-&1\$2931 வி.95.**, Pa**ம் oc 1031**eige **Fille**d 05/08/19 Entered 05/08/19 **@9-07:11**7-2**1299**90 Main Document Page 11 of 11

Part 10: Signatures

10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

X /s/ Richard A. Steigerwald, Sr.	X /s/ Patricia L. Steigerwald
Signature of Debtor 1	Signature of Debtor 2
Executed onMay 8, 2019	Executed onMay 8, 2019
MM/DD/YYYY	MM/DD/YYYY
X /s/ David Z. Valencik	Date Ma y 8, 2019
Signature of debtor(s)' attorney	MM/DD/YYYY